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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region V

In The Matter Of:

Woodstock Municipal Landfill

City of Woodstock, Illinois
AlliedSignal Corporation,

Respondents.

U.S. EPA ID # ILD980605943

Proceeding Under Section 106(a) of the
Comprehensive Environmental Response,
Compensation and Liability Act of 1980,
as amended (42 U.S.C. § 9606(a))

U.S. EPA Docket
No.

**ADMINISTRATIVE ORDER
FOR REMEDIAL DESIGN AND REMEDIAL ACTION**

I. INTRODUCTION AND JURISDICTION

1. This Order directs Respondents to perform a remedial design for the remedy described in the Record of Decision for the Woodstock Municipal Landfill Superfund Site, dated June 30, 1993, and to implement the remedial design by performing a remedial action. This Order further directs the Respondents to monitor and maintain the remedial action so implemented. This Order is issued to Respondents by the United States Environmental Protection Agency ("U.S. EPA") under the authority vested in the President of the United States by § 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986) ("CERCLA"), 42 U.S.C. § 9606(a). This authority was delegated to the Administrator of U.S. EPA on January 23, 1987, by Executive Order 12580 (52 Fed. Reg. 2926), and was further delegated to the Regional Administrator on September 13, 1987 by U.S. EPA Delegation No. 14-14 and 14-14A, and to the Director, Waste Management Division, Region V, by Delegation 14-14B.

II. PARTIES BOUND

2. This Order shall apply to and be binding upon each Respondent identified in Paragraph 7, its successors and assigns. Each Respondent is jointly and severally responsible for carrying out all activities required by this Order. Failure of one or more Respondents to comply with all or any part of this Order shall not in any way excuse or justify noncompliance by any other Respondent. No change in the ownership, corporate status, or other control of any Respondent shall alter the responsibilities of such Respondent or any other Respondent under this Order.

3. Each Respondent shall provide a copy of this Order to any prospective owners or successors before a controlling interest in such Respondent's assets, property rights, or stock are transferred to the prospective owner or successor. Respondents shall provide a copy of this Order to each contractor, subcontractor, laboratory, or consultant retained to perform any Work under this Order, within five days after the effective date of this Order or on the date such services are retained,

whichever is later. Respondents shall also provide a copy of this Order to any person acting on behalf of Respondents with respect to the Site or the Work and shall ensure that all contracts and subcontracts entered into hereunder require performance under the contract to be in conformity with the terms of and Work required by this Order. With regard to the activities undertaken pursuant to this Order, each contractor and subcontractor shall be deemed to be related by contract to the Respondents within the meaning of § 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3). Notwithstanding the terms of any contract, each Respondent is responsible for compliance with this Order and for ensuring that its contractors, subcontractors and agents perform all Work in accordance with this Order.

4. Not later than thirty (30) days prior to any transfer of any interest in any real property included within the Site, Respondents shall submit a true and correct copy of the transfer documents to U.S. EPA, and shall identify the transferee(s) by name, principal business address and effective date of the transfer.

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning ascribed to them in the statute or its implementing regulations. Whenever terms listed below are used in this Order or in the documents attached

to this Order or incorporated by reference into this Order, the following definitions shall apply:

a. "Day" shall mean a calendar day unless expressly stated to be a working day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next working day.

b. "IEPA" shall mean the Illinois Environmental Protection Agency.

c. "National Contingency Plan" or "NCP" shall mean the National Contingency Plan promulgated pursuant to § 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

d. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.

e. "Performance Standards" shall mean those cleanup standards, standards of control, and other substantive requirements, criteria or limitations, identified in the Record of Decision and Scope of Work, that the remedial action and Work required by this Order must attain and maintain.

f. "Record of Decision" or "ROD" shall mean the U.S. EPA Record of Decision relating to the Site, executed on June 30, 1993, by the Regional Administrator, U.S. EPA, Region V, and all attachments thereto, which is attached hereto and made a part hereof as Attachment 1.

g. "Response Costs" shall mean all costs, including direct costs, indirect costs, and interest incurred by the United States to perform or support response actions at the Site, including, but not limited to, contract and enforcement costs.

h. "RPM" shall mean the U.S. EPA Remedial Project Manager for the Site.

i. "Section" shall mean a portion of this Order identified by a Roman numeral and includes one or more Paragraphs.

j. "Section 106 Administrative Record" shall mean the Site Administrative Record and all documents considered or relied upon by U.S. EPA in preparation of this Order. The Section 106 Administrative Record Index is a listing of all documents included in the Section 106 Administrative Record, and is attached hereto as Appendix 1.

k. "Site" shall mean the Woodstock Municipal Landfill Superfund site, which comprises approximately 40 acres and is located south of Davis Road, southwest of the intersection of U.S. Route 14 and Illinois Route 47, as described in the Record of Decision. The Site includes, but is not limited to, the landfill property owned by the City of Woodstock since 1968 and all property which has been contaminated as a result of a release or releases from the landfill property and areas adjacent thereto.

l. "State" shall mean the State of Illinois.

m. "Scope of Work" or "SOW" shall mean the scope of work for implementation of the remedial design, remedial action, and

operation and maintenance at the Site, as set forth in Attachment 2 to this Order. The Scope of Work is incorporated into this Order and is an enforceable part of this Order.

n. "Work" shall mean all activities Respondents are required to perform under this Order and all attachments hereto, including, but not limited to, remedial design, remedial action and operation and maintenance.

IV. DETERMINATIONS

6. The Site is located on the south side of the City of Woodstock, Illinois, a municipality with a population of approximately 14,350 residents. The land surrounding the Site is used for residential, agricultural, commercial and industrial purposes. The City of Woodstock wastewater treatment plant is located south of the Site. The land immediately adjacent to the site includes wetlands and the Kishwaukee River headwaters.

The Site was first used as a trash dump and open burning area in 1935. The total volume of refuse currently in the landfill is estimated to be 13,000,000 cubic feet. The total volume of leachate in the landfill is estimated to be approximately 1.4 million cubic feet (10 million gallons).

7. a. Between 1958 and 1968 the City of Woodstock operated the landfill pursuant to a lease agreement with William E. Gaulke dated August 1, 1958. Respondent City of Woodstock acquired the landfill property by warranty deed on September 6, 1968 and thereafter used the landfill for disposal of household and

municipal solid wastes and various industrial wastes, including waste paints and coating materials, plating wastes, solvents, waste metals, inks and drummed material, including polychlorinated biphenyl ("PCBs"). The City of Woodstock discontinued landfill disposal activities at the Site in early 1975, but used the property for landfarming of municipal sewage sludge between 1983 and 1988. Between March 1976 and October 1980, much of the landfill was covered with a fill material. Grading and filling occurred in the central and eastern portions of the landfill.

b. AlliedSignal or its former division, Woodstock Die Cast, arranged by contract, agreement or otherwise, for the disposal or treatment of hazardous substances owned or possessed by AlliedSignal or its former division, Woodstock Die Cast. Such hazardous substances were treated or disposed at the Site. As explained at more length below, hazardous substances of the same kind as those owned or possessed by AlliedSignal, or its division Woodstock Die Cast, are contained at the Site.

8. The parties identified in Paragraph 7 are collectively referred to as "Respondents."

9. During a July 1988 sampling investigation by a U.S. EPA contractor, residential wells located downgradient of the landfill property were sampled and found to contain arsenic, selenium and thallium at levels in excess of the Safe Drinking Water Act's maximum contaminant levels ("MCLs"). Based on the results of U.S. EPA and IEPA investigations and taking into

account such factors as populations at risk, the presence of hazardous substances at the Site, the potential for contamination of drinking water supplies and the potential destruction of sensitive ecosystems, U.S. EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B. The Site was listed on October 4, 1989 (54 Fed. Reg. 41015), pursuant to § 105 of CERCLA, 42 U.S.C. § 9605.

10. In September of 1989 the City of Woodstock and AlliedSignal entered into an Administrative Consent Order with U.S. EPA to perform a Remedial Investigation/Feasibility Study ("RI/FS") for the Site. From approximately June 1990 through the Spring of 1993, Respondents undertook the RI/FS for the Site under U.S. EPA's oversight and pursuant to CERCLA and the National Contingency Plan. The RI/FS was concluded in June, 1993.

11. Pursuant to § 117 of CERCLA, 42 U.S.C. § 9617, on April 7, 1993 U.S. EPA published notice of the availability of the FS for public comment. Two days later, U.S. EPA placed the proposed plan for remedial action into the Administrative Record, thereby releasing the document for public comment. U.S. EPA and IEPA presented the proposed plan to the Woodstock community at a public meeting conducted on April 28, 1993 at the Woodstock Public Library. At that time U.S. EPA took verbal comments on its proposed plan. The public comment period was originally scheduled to terminate on May 10, 1993; this period was extended to June 9, 1993 at the request of the citizens of the City of Woodstock and the potentially responsible parties for the Site.

U.S. EPA participated in three public availability meetings on June 2, 1993 to address community concerns about the risks presented by the Site and to answer questions about U.S. EPA's proposed remedy. The comments and concerns of the affected community and those of the potentially responsible parties have been addressed in the responsiveness summary of the ROD.

12. The decision by U.S. EPA on the remedial action to be implemented at the Site is embodied in the Record of Decision, executed on June 30, 1993, to which the State has given its concurrence. The ROD is an enforceable part of this Order and is attached hereto as Attachment 1. The ROD is supported by an Administrative Record which contains the documents and information upon which U.S. EPA based the selection of the response action. U.S. EPA has determined that the response action selected for the Site provides adequate protection of public health, welfare and the environment; satisfies all applicable and relevant federal and State environmental laws; and is cost effective.

13. On March 30, 1994 U.S. EPA issued Special Notice letters to a number of potentially responsible parties for the Site, including Respondents, offering them the opportunity to enter into a consent decree with U.S. EPA to conduct the Remedial Design and Remedial Action ("RD/RA") for the Site. By letter dated June 3, 1994, which was supplemented on June 7, 1994, the Respondents declined to conduct the RD/RA in accordance with the ROD and SOW for the Site.

14. a. The Site presents an imminent and substantial endangerment to human health and the environment.

Vinyl chloride is present in the groundwater at a level that exceeds the MCL of 2 parts per billion ("ppb"). The average vinyl chloride concentration detected during the RI sampling was approximately 20 ppb. Bis(2-ethylhexyl)phthalate was also detected in groundwater at a concentration of 5 ppb. Inorganic contaminants were also detected in groundwater, including iron, lead, manganese, zinc, nickel at concentrations between 3 and 1750 ppb. Secondary federal drinking water standards were exceeded for iron, manganese, chloride and total dissolved solids.

Five test pits were excavated during the RI. One test pit yielded an intact drum containing PCBs (approximately 14 percent), toluene (approximately 2 percent), iron, mercury, and various volatile and semivolatile compounds.

Contaminants in leachate gas and leachate samples included volatile and semi-volatile organic compounds such as chlorobenzene, 1,2 dichloroethene, naphthalene, benzoic acid, 1,4 dichlorobenzene, benzene, ethylbenzene, toluene and xylene. Benzene is present in the leachate at a level that exceeds the MCL of 5 ppb. Inorganic compounds were also detected in the leachate generated by the landfill property, including arsenic (maximum level detected of 102 ppb/exceeds drinking water standard of 50 ppb), barium (maximum level detected of 10,800 ppb/standard of 200 ppb), chromium (maximum level detected of

1400 ppb/standard of 100 ppb), copper (maximum level detected of 10,800 ppb/standard of 1,300 ppb), lead (maximum level detected of 18,000 ppb/standard of 15 ppb), mercury (maximum level detected of 3.8 ppb/standard of 2 ppb), and nickel (maximum level detected of 15,000 ppb/standard of 100 ppb).

Sediment samples collected from the surrounding wetlands and run-off areas from the landfill contained toluene at levels between 7 and 92 $\mu\text{g}/\text{kg}$, and several semi-volatile organic compounds, including bis(2-ethylhexyl)phthalate at 1200 $\mu\text{g}/\text{kg}$. Arsenic, barium, lead, magnesium, mercury, vanadium, selenium, copper, nickel, zinc and chromium were also detected at levels between 0.15 and 29,000 mg/kg .

Soil samples collected from the landfill surface contained various inorganic compounds such as cadmium, copper, mercury, silver, and zinc as well as the semi-volatile compounds benzo(b)fluoranthene and benzo(k)fluoranthene at 690 $\mu\text{g}/\text{kg}$.

Leachate generation, if not controlled, is likely to cause further releases of hazardous substances to the groundwater, surface water, and environment and will result in further adverse environmental effects.

b. A baseline risk assessment was performed during the RI in order to assess potential risks to public health and the environment from the Site. Hazardous substances at the Site currently pose an unacceptably high risk of cancer to trespassers (e.g. children/adolescents playing on-site) through exposure to

surface soils. The exposure may occur through ingestion or dermal contact with polyaromatic hydrocarbons ("PAHs").

Health risks presented by potential future land development were also evaluated in the baseline risk assessment. If the site were developed as a park and recycling/co-composting operation, exposure to surface soils would pose an unacceptable health risk. Consumption of the leachate/groundwater would also pose both an unacceptable cancer and non-cancer risk, primarily due to ingestion of cadmium, lead, nickel, zinc, arsenic, and beryllium. An unacceptable cancer and non-cancer risk would also be posed to off-site residents consuming groundwater contaminated with vinyl chloride and arsenic emanating from the landfill.

Actual or potential health effects posed by the Site include an increased risk of cancer caused by the ingestion, inhalation, or adsorption of pollutants at the Site which are either known human carcinogens or are probable human carcinogens. Additional non-cancer health effects are also posed by the Site, which may result in central nervous system depression, tremors, impaired speech, impaired vision, impaired hearing, narcosis, dermatitis, abdominal pains, loss of consciousness, or other impairments dependent upon the chemical exposure, the exposure duration, and exposure intensity.

c. Currently, copper, mercury and zinc concentrations in the surface soils at the Site may adversely affect small terrestrial mammal populations. Aquatic species are exposed to iron at levels which exceed regulatory criteria. Furthermore,

the United States Fish & Wildlife Service has conducted a preliminary evaluation of the potential adverse effect of hazardous substances on the wetlands adjacent to the Site and has concluded:

1. The areas potentially affected by the hazardous substances at the Site include upland old field habitat, palustrine emergent wetlands, and the Kishwaukee River;
2. Wildlife potentially adversely affected by the Site include the American Crow, American Kestrel, Canada Goose, Great Blue Heron, Mallard, Mourning Dove, Red-Tailed Hawk, Wood Duck, and various other migratory birds (e.g. raptors, songbirds, and waterfowl);
3. The contaminants of concern include chromium, iron, nickel, zinc, polycyclic aromatic hydrocarbons, volatile organics, and semi-volatile organics.
4. Leachate generated at the Site, which is migrating into the wetlands and surface water, presents a potential pathway for injury to the wildlife by exposing aquatic organisms to the pollutants contained in the leachate. Moreover, contaminated surface soils potentially expose the terrestrial food chain to pollutants.
15. a. The City of Woodstock operated the Site as early as 1958 and has maintained exclusive ownership and control over the Site since 1968. The City of Woodstock maintained records regarding the identity of certain waste contributors to the Site between

1973 and 1977. The City of Woodstock maintained no records concerning the nature of the wastes deposited at the Site.

b. Between 1983 and 1987 the City of Woodstock landfarmed approximately 2500 cubic yards of municipal sewage sludge at the Site. Surface soil samples collected in areas where the sludge had been deposited contained elevated levels of cadmium, copper, mercury, silver, zinc, and PAHs.

c. AlliedSignal or its former division Woodstock Die Cast contributed over 6000 cubic yards of nickel plating waste to the Site between 1971 and 1975. AlliedSignal's plating waste contained nickel, copper, zinc and chromium. Nickel, copper, zinc and chromium are hazardous substances located at the Site. Chromium, copper, and nickel have been detected in leachate emanating from the landfill at levels which exceed federal drinking water standards.

16. Under current Site conditions, exposure to hazardous substances may pose an unacceptable cancer risk to trespassers through exposure to PAHs, which are present in the contaminated surface soil. Debris piles also present a risk of physical danger.

Future development of the landfill itself may present additional unacceptable health risks unless current conditions are remedied. The baseline risk assessment performed during the RI determined that, if the Site is developed, unacceptable non-cancer risks could arise as a result of consumption of leachate/groundwater as drinking water. Development near or

downgradient from the Site would also pose unacceptable cancer and non-cancer risks due to exposure to contaminated groundwater emanating from the Site.

17. The remedy selected by U.S. EPA for the Site addresses all contaminated media. The remedy includes: (1) excavation and consolidation of contaminated sediments and sludges under a landfill cap; (2) installation and maintenance of a geosynthetic landfill cap consisting of a bentonite layer, a geosynthetic membrane, a drainage layer, a rooting zone layer, and topsoil, and which complies with Illinois Administrative Code (IAC) Title 35, Subtitle G, Chapter 1, Subchapter i: Solid Waste and Special Waste Hauling, Part 811.314; (3) installation and maintenance of a landfill gas venting system that is compatible with the geosynthetic cap; (4) installation and operation of a groundwater extraction, treatment and discharge system; (5) development and implementation of a comprehensive monitoring program to ensure the effectiveness of the remedy; (6) characterization of wetlands and restoration of wetland areas where contaminated sediment removal occurs or where damage or loss of wetlands occurs during or after construction of the landfill cap; (7) development and implementation of a surface water and sedimentation control system; and (8) implementation of institutional controls to limit land and groundwater use. See Record of Decision dated 6/30/93, and Appendix II thereof (Responsiveness Summary).

18. The geosynthetic cap selected as the primary component of the remedy for the Site will permanently reduce infiltration of

water into the landfill, thereby reducing the amount of leachate generated and minimizing additional adverse impacts to the environment to the maximum extent practicable. The geosynthetic cap will not adversely affect the extent or condition of surrounding wetlands. The cap will ensure significant reduction of leachate generation. The cap will reduce the potential for direct contact by trespassers to hazardous substances.

The groundwater extraction and treatment component of the remedy will remediate vinyl chloride groundwater contamination located downgradient of the landfill and eliminate the risk posed by this contaminant.

The landfill gas venting component of the remedy is necessary to prevent: (1) the potential increase in lateral migration of landfill gas that may occur with installation of a landfill cap; and (2) potential damage to the cap that may occur if landfill gas were allowed to accumulate.

The monitoring component of the remedy will ensure that all aspects of the remedy operate in accordance with their intended function and design.

The wetland mitigation component of the remedy will ensure that no further degradation or loss of wetlands will occur. Sediments which U.S. EPA, in consultation with IEPA, determines to be contaminated as a result of releases from the landfill will be removed and will be placed under the landfill cap. Wetlands will be restored to their natural condition.

Finally, institutional controls will ensure the integrity of the remedy and will protect human health and the environment.

19. The Site is a "facility," as that term is defined in § 101(9) of CERCLA, 42 U.S.C. § 9601(9).

20. Each Respondent is a "person," as that term is defined in § 101(21) of CERCLA, 42 U.S.C. § 9601(21).

21. Each Respondent is a liable party as defined in § 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is subject to this Order under § 106(a) of CERCLA, 42 U.S.C. § 9606(a).

22. "Hazardous substances," as defined in § 101(14) of CERCLA, 42 U.S.C. § 9601(14), are present at the Site.

23. These hazardous substances have been and threaten to continue to be "released," as that term is defined in § 101(22) of CERCLA, 42 U.S.C. § 9601(22), from the Site.

24. The past disposal of hazardous substances at and from the Site constitutes a "release." The potential for future migration of hazardous substances from the Site poses a threat of a "release," as that term is defined in § 101(22) of CERCLA, 42 U.S.C. § 9601(22).

25. The release and threat of release of one or more hazardous substances from the Site is or may be presenting an imminent and substantial endangerment to the public health or welfare or the environment.

26. The actions required by this Order are necessary to protect the public health, welfare, or the environment and are consistent with the National Contingency Plan, as amended, and CERCLA.

V. NOTICE TO THE STATE

27. U.S. EPA has notified the State that U.S. EPA intends to issue this Order. U.S. EPA will consult with the State and the State will have the opportunity to review and comment to U.S. EPA regarding all Work to be performed, including remedial design, reports, technical data and other deliverables, and any other issues which arise while the Order remains in effect.

VI. ORDER

28. Based on the foregoing, each Respondent is hereby ordered to comply with all of the provisions of this Order, including but not limited to all attachments to this Order, all documents incorporated by reference into this Order, and all schedules and deadlines contained in this Order, attachments to this Order, or incorporated by reference into this Order.

VII. WORK TO BE PERFORMED

29. Within five (5) days after the effective date of this Order, each Respondent owning real property which comprises any part of the Site shall record notice of and/or a copy of this Order in the appropriate governmental office where land ownership and transfer records are filed or recorded, and shall ensure that the recording of said notice and/or Order is indexed to the title of each and every parcel of property owned by said Respondent at the Site, so as to provide notice to third parties of the issuance and terms of this Order with respect to those properties.

Respondents shall, within 15 days after the effective date of this Order, send notice of such recording and indexing to U.S. EPA.

30. All workplans, reports, engineering design documents, and other deliverables ("workplans and deliverables"), as described throughout this Order and attachments hereto, shall be submitted to IEPA (except documents claimed to contain confidential business information) and U.S. EPA. All workplans and deliverables will be reviewed and either approved, approved with modifications, or disapproved by U.S. EPA, in consultation with IEPA. In the event of approval or approval with modifications by U.S. EPA, Respondents shall proceed to take any action required by the workplan, report or other item, as approved or modified by U.S. EPA. If the workplan or other deliverable is approved with modifications or disapproved, U.S. EPA will provide, in writing, comments or modifications required for approval. Respondents shall amend the workplan or other deliverable to incorporate only those comments or modifications required by U.S. EPA.

Respondents shall comply with the schedule contained in the SOW for submittal or resubmittal of an amended workplan or other deliverable. U.S. EPA shall review the amended workplan or deliverable and either approve or disapprove it. Failure to submit a workplan, amended workplan or other deliverable shall constitute noncompliance with this Order. Submission of an amended workplan or other deliverable which fails to incorporate all of U.S. EPA's required modifications, or which includes other

unrequested modifications, shall also constitute noncompliance with this Order. Approval by U.S. EPA of the workplan, amended workplan or other deliverable shall cause said approved workplan, amended workplan or other deliverable to be incorporated herein as an enforceable part of this Order. If any workplan, amended workplan or other deliverable is not approved by U.S. EPA, Respondents shall be deemed to be in violation of this Order.

31. In the event of an inconsistency between this Order and any subsequent approved workplan, amended workplan or other deliverable, the terms of this Order shall control.

32. Within forty five (45) days after the authorization to proceed is given by the U.S. EPA, Respondents shall submit Draft : Predesign Work Plans to IEPA for review and to U.S. EPA for review and approval. Within forty five (45) days after U.S. EPA approval of the Final Predesign Report, Respondents shall submit a Draft RD/RA Work Plan. The RD/RA Workplan shall include a detailed step-by-step plan for completing the remedial design and construction for the remedy selected in the ROD, and for attaining and maintaining all requirements and Performance Standards identified in the ROD and SOW. The RD/RA Workplan shall describe in detail the tasks and deliverables Respondents will complete during the conductance of the Work, and a schedule for completing the tasks and deliverables. The RD/RA Workplan shall be consistent with, and provide for implementation of, the SOW, and shall comport with U.S. EPA's "Superfund Remedial Design and Remedial Action Guidance, OSWER Directive 9355.0-4A."

33. Upon approval of the RD/RA or Amended RD/RA Workplan by U.S. EPA, Respondents shall implement the approved RD/RA or Amended RD/RA Workplan and submit all design deliverables according to the schedule in the approved RD/RA or Amended RD/RA Workplan. Any noncompliance with the approved RD/RA or Amended RD/RA Workplan shall be a violation of this Order.

34. Within thirty (30) days of approval by U.S. EPA of all design documents, Respondents shall implement the remedial action in accordance with any and all instructions from the RPM and in accordance with the schedules in the RD/RA or Amended RD/RA Workplan. Unless otherwise directed by U.S. EPA, Respondents shall not commence remedial action at the Site prior to approval of all design documents.

35. Within thirty (30) days of approval by U.S. EPA of the RD/RA or Amended RD/RA Workplan, Respondents shall take actions necessary to institute land use restrictions at the Site that will ensure that the physical and structural integrity of the cap and its components are not compromised. Respondents shall secure deed restrictions and place institutional controls on groundwater and/or land usage, as approved by U.S. EPA, to ensure the integrity of all aspects of the remedy. Such institutional controls will remain in place until such time that performance standards are achieved and U.S. EPA notifies Respondents, pursuant to Paragraph 82 hereof, that the remedial action is complete in full satisfaction of this Order.

36. The Work performed by Respondents pursuant to this Order shall, at a minimum, achieve the Performance Standards and the requirements of the SOW. Nothing in this Order, or in U.S. EPA's approval of any workplan, amended workplan or other deliverable, shall be deemed to constitute a warranty or representation of any kind by U.S. EPA that full performance of the remedial design or remedial action will achieve the Performance Standards set forth in the ROD and in the SOW. Respondents' compliance with such approved documents does not foreclose U.S. EPA from seeking additional Work.

37. All materials removed from the Site shall be disposed of or treated at a waste management facility approved in advance of removal by U.S. EPA's RPM and in accordance with: 1) § 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3); 2) the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. § 6901, et seq., as amended; 3) the U.S. EPA "Revised Off-Site policy," OSWER Directive 9834.11, November 13, 1987; 4) the CERCLA site discharges to POTWs Guidance Manual (EPA/540/G-90/005, 8/90), and 5) all other applicable federal, State, and local requirements. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for remedial action construction. Respondents shall provide written notice to the RPM which shall include all relevant information, including the information required by Paragraph 38 below, as soon as practicable after the award of the contract and before the hazardous substances are actually shipped off-Site.

38. Prior to any off-Site shipment of hazardous substances from the Site to an out-of-state waste management facility, Respondents shall provide written notification to the appropriate state environmental official in the receiving state and to the RPM of such shipment of hazardous substances. However, the notification of shipments to the receiving state shall not apply to any off-Site shipments when the total volume of all shipments from the Site to the receiving state will not exceed ten (10) cubic yards. The notification shall be in writing, and shall include the following information, where available: (1) the name and location of the facility to which the hazardous substances are to be shipped; (2) the type and quantity of the hazardous substances to be shipped; (3) the expected schedule for the shipment of the hazardous substances; and (4) the method of transportation. Respondents shall notify the receiving state of major changes in the shipment plan, such as a decision to ship the hazardous substances to another facility within the same state, or to a waste management facility in another state.

39. Respondents shall cooperate with U.S. EPA in providing information regarding the Work to the public. When requested by U.S. EPA, Respondents shall participate in the preparation of such information for distribution to the public and in public meetings which may be held or sponsored by U.S. EPA to explain activities at or relating to the Site.

40. Within fifteen (15) days after Respondents complete remedial construction and receive final inspection approval by U.S. EPA, Respondents shall provide written notice to U.S. EPA certifying that the remedial construction activities have been completed. If, after review of the written notice, U.S. EPA determines that the remedial construction activities or any portion thereof has not been completed in accordance with this Order, U.S. EPA shall notify Respondents in writing of the activities that must be undertaken to complete the remedial construction activities and shall set forth in the notice a schedule for performance of such activities. Respondents shall perform all activities described in the notice in accordance with the specifications and schedules established therein.

If U.S. EPA concludes, following the initial or any subsequent certification of completion by Respondents pursuant to Paragraph 82 hereof, that the remedial action has been fully performed in full satisfaction of the requirements of this Order, U.S. EPA may notify Respondents that the remedial action has been fully performed. U.S. EPA's notification shall be based on present knowledge and Respondents' certification to U.S. EPA, and shall not limit U.S. EPA's right to perform periodic reviews pursuant to § 121(c) of CERCLA, 42 U.S.C. § 9621(c), or to take or require any action that in the judgment of U.S. EPA is appropriate at the Site, in accordance with 42 U.S.C. §§ 9604, 9606, or 9607.

VIII. PERIODIC REVIEW

41. Under § 121(c) of CERCLA, 42 U.S.C. § 9621(c), and any applicable regulations, where hazardous substances will remain on Site at the completion of the remedial action, U.S. EPA may review the Site to assure that the Work performed pursuant to this Order adequately protects human health and the environment. Until such time as U.S. EPA gives Respondents written notice pursuant to Paragraph 82, Respondents shall conduct the requisite studies, investigations, or other response actions determined by U.S. EPA to be necessary to permit U.S. EPA to conduct the review under § 121(c) of CERCLA. As a result of any review performed under this Paragraph, Respondents may be required to perform additional Work or to modify Work previously performed. U.S. EPA will notify Respondents in writing as to the need for such additional Work or modification of Work previously performed, and Respondents will be afforded the opportunity to comment on such additional Work or modification to previously performed Work prior to its implementation.

IX. ADDITIONAL RESPONSE ACTIONS

42. In the event that U.S. EPA determines that additional response activities or modifications to Work performed pursuant to this Order are necessary to meet Performance Standards, to maintain consistency with the final remedy, or to otherwise protect human health or the environment, U.S. EPA will notify Respondents in writing that additional response actions are necessary. Respondents will be afforded the opportunity to

comment on such additional response activities or modifications to Work performed pursuant to this Order prior to their implementation. U.S. EPA may also require Respondents to modify any plan, design, or other deliverable required by this Order, including any approved modifications.

43. Within thirty (30) days of receipt of notice from U.S. EPA that additional response activities are necessary, Respondents shall submit for approval an Additional RD/RA Workplan that complies with the requirements of Paragraph 32 herein. The Additional RD/RA Workplan shall conform to this Order's requirements for RD/RA Workplans. Upon U.S. EPA's approval of the Additional RD/RA Workplan, or Amended Additional RD/RA Workplan, the approved Additional RD/RA Workplan (or, as appropriate, the approved Amended Additional RD/RA Workplan) shall become an enforceable part of this Order, and Respondents shall implement the Additional RD/RA Workplan (or, if appropriate, the Amended Additional RD/RA Workplan) for additional response activities in accordance with the standards, specifications and schedule contained therein. Failure to submit an Additional RD/RA Workplan shall constitute noncompliance with this Order.

X. ENDANGERMENT AND EMERGENCY RESPONSE

44. In the event of any occurrence during the performance of the Work which causes or threatens to cause a release of a hazardous substance or which may present an immediate threat to public

health or welfare or the environment, Respondents shall immediately take all appropriate action to prevent, abate, or minimize the threat, and shall immediately notify U.S. EPA's RPM or alternate RPM. If neither of these persons is available, Respondents shall notify the U.S. EPA Emergency Response Unit, Region V. Respondents shall take further action in consultation with U.S. EPA's RPM and in accordance with all applicable provisions of this Order, including but not limited to the health and safety plan and the contingency plan. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and U.S. EPA takes that action instead, Respondents shall reimburse U.S. EPA for all costs of the response action not inconsistent with the NCP. Respondents shall pay the response costs in the manner described in Section XIX (reimbursement of response costs) of this Order, within thirty (30) days of U.S. EPA's demand for payment.

45. Nothing in the preceding Paragraph shall be deemed to limit any authority of the United States to take, direct or order all appropriate action to protect human health and the environment or to prevent, abate or minimize an actual or threatened release of hazardous substances on, at or from the Site.

XI. PROGRESS REPORTS

46. In addition to the other deliverables set forth in this Order, Respondents shall provide monthly progress reports to U.S. EPA and IEPA with respect to actions and activities undertaken

pursuant to this Order. The progress reports shall be submitted on or before the 10th day of each month following the effective date of this Order. Respondents' obligation to submit progress reports continues until U.S. EPA gives Respondents written notice under Paragraph 82 of this Order. At a minimum such progress reports shall contain the information specified in the SOW.

XII. QUALITY ASSURANCE, SAMPLING AND DATA ANALYSIS

47. Respondents shall use the quality assurance, quality control, and chain of custody procedures described in the "U.S. EPA NEIC Policies and Procedures Manual," May 1978, revised May 1986, U.S. EPA-330/9-78-001-R; U.S. EPA's "Guidelines and Specifications for Preparing Quality Assurance Program Documentation," June 1, 1987; U.S. EPA's "Data Quality Objective Guidance," (U.S. EPA/540/G87/003 and 004), Region V Quality Assurance Project Plan guidance, and any amendments to these documents, while conducting all sample collection and analysis activities required herein by any plan. To provide quality assurance and maintain quality control, Respondents shall:

a. Prior to the commencement of any sampling and analysis under this Order, Respondents shall submit a Quality Assurance Project Plan (QAPP) to the U.S. EPA and IEPA that is consistent with the SOW, workplans or amended workplans, U.S. EPA's "Interim Guidelines and Specifications For Preparing Quality Assurance Project Plans" (QAM-005/80), Region V QAPP guidance, and any subsequent amendments.

b. Prior to the development and submittal of a QAPP, Respondents shall attend a pre-QAPP meeting sponsored by U.S. EPA to identify all monitoring and data quality objectives. U.S. EPA, after review of the submitted QAPP, will either approve, conditionally approve, or disapprove the QAPP. Upon notification of conditional or disapproval, Respondents shall make all required modifications to the QAPP within twenty-one (21) days of receipt of such notification.

c. Use only laboratories which have a documented Quality Assurance Program that complies with U.S. EPA guidance document QAMS-005/80 and subsequent amendments.

d. Ensure that the laboratory used by the Respondents for analyses performs according to a method or methods deemed satisfactory to U.S. EPA and submits all protocols to be used for analyses to U.S. EPA at least 30 days before beginning such analyses.

e. Ensure that U.S. EPA personnel and U.S. EPA's authorized representatives are allowed access to the laboratory and personnel utilized by the Respondents for analyses.

48. Unless otherwise specified in the SOW appended hereto, Respondents shall notify U.S. EPA and IEPA not less than thirty (30) days in advance of any sample collection activity. At the request of U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split or duplicate samples of any samples collected by Respondents with regard to the Site or pursuant to the implementation of this Order. In addition, U.S.

EPA shall have the right to take any additional samples that U.S. EPA deems necessary.

XIII. COMPLIANCE WITH APPLICABLE LAWS

49. All activities by Respondents pursuant to this Order shall be performed in accordance with the requirements of all federal and State laws and regulations. U.S. EPA has determined that the activities contemplated by this Order are consistent with the National Contingency Plan.

50. Except as provided in § 121(e) of CERCLA and the NCP, no permit shall be required for any portion of the Work conducted entirely on-site. Where any portion of the Work requires a federal or State permit, Respondents shall submit timely applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

51. This Order is not and shall not be construed to be, a permit issued pursuant to any federal or State statute or regulation.

XIV. REMEDIAL PROJECT MANAGER

52. All communications, whether written or oral, from Respondents to U.S. EPA shall be directed to U.S. EPA's RPM. Respondents shall submit to U.S. EPA ten (10) copies of all documents, including plans, reports, and other correspondence, which are developed pursuant to this Order, and shall send these documents by certified mail, return receipt requested, or as otherwise directed orally by the RPM.

U.S. EPA's RPM is:

William J. Bolen
Remedial Project Manager
U.S. Environmental Protection Agency
77 West Jackson Blvd.
HSRL-6J
Chicago, IL 60604-3590
(312) 353-6316

U.S. EPA's Alternate Remedial Project Manager is:

Kerry J. Street
U.S. EPA HSRL-6J
77 West Jackson Blvd.
Chicago, IL 60604-3590
(312) 886-7240

Respondents shall submit to IEPA three (3) copies of all documents, including plans, reports, and other correspondence, which are developed pursuant to this Order, and shall send these documents via First Class mail, or as otherwise orally directed by the RPM, to:

Charlene Falco
Project Manager
Illinois Environmental Protection Agency
2200 Churchill Rd.
P.O. Box 19276
Springfield, Illinois 62794-9276

53. U.S. EPA may change its RPM or Alternate Remedial Project Manager. If U.S. EPA changes its RPM or Alternate Remedial Project Manager, U.S. EPA will inform Respondents in writing of the name, address, and telephone number of the new RPM or Alternate Remedial Project Manager.

54. U.S. EPA's RPM and Alternate Remedial Project Manager shall have the authority lawfully vested in a Remedial Project Manager and On-Scene Coordinator by the National Contingency Plan. U.S.

EPA's RPM or Alternate Remedial Project Manager shall have authority, consistent with the NCP, to halt any Work required by this Order, and to take any necessary response action.

XV. PROJECT COORDINATOR AND CONTRACTORS

55. All aspects of the Work to be performed by Respondents pursuant to this Order shall be under the direction and supervision of a Project Coordinator qualified to undertake and complete the requirements of this Order. The Project Coordinator shall be the RPM's primary point of contact with the Respondents and shall possess sufficient technical expertise regarding all aspects of the Work. Within fifteen (15) days after the effective date of this Order, Respondents shall notify U.S. EPA in writing of the name and qualifications of the Project Coordinator, including primary support entities and staff, proposed to be used in carrying out Work under this Order. U.S. EPA reserves the right to disapprove the proposed Project Coordinator.

56. Within thirty (30) days after U.S. EPA approves the RD/RA Workplan, Respondents shall identify a proposed construction contractor and notify U.S. EPA in writing of the name, title, and qualifications of the construction contractor proposed to be used in carrying out Work under this Order.

57. Respondents shall submit a copy of the construction contractor solicitation documents to U.S. EPA not later than five (5) days after publishing the solicitation documents. Upon U.S.

EPA's request, Respondents shall submit complete copies of all bid packages received from all contract bidders.

58. At least seven (7) days prior to commencing any Work at the Site pursuant to this Order, Respondents shall submit to U.S. EPA a certification that Respondents or their contractors and subcontractors have adequate insurance coverage or have indemnification for liabilities for injuries or damages to persons or property which may result from the activities to be conducted by or on behalf of Respondents pursuant to this Order. Respondents shall ensure that such insurance or indemnification is maintained for the duration of the Work required by this Order.

59. U.S. EPA retains the right to disapprove of the Project Coordinator and any contractor, including but not limited to remedial design contractors and construction contractors retained by the Respondents. In the event U.S. EPA disapproves a Project Coordinator or contractor, Respondents shall retain a new project coordinator or contractor to perform the Work, and such selection shall be made within fifteen (15) days following the date of U.S. EPA's disapproval. If at any time Respondents propose to use a new project coordinator or contractor, Respondents shall notify U.S. EPA of the identity of the new project coordinator or contractor at least fifteen (15) days before the new project coordinator or contractor performs any Work under this Order.

XVI. SITE ACCESS AND DOCUMENT AVAILABILITY

60. In the event that the off-Site area that is to be used for access, property where documents required to be prepared or maintained by this Order are located, or other property subject to or affected by this response action, is owned in whole or in part by parties other than those bound by this Order, Respondents will obtain, or use their best efforts to obtain, site access agreements from the present owner(s), within sixty (60) days of the effective date of this Order. Said agreements shall provide access for U.S. EPA, its contractors and oversight officials, the State and its contractors, and Respondents or Respondents' authorized representatives and contractors. Said agreements shall specify that Respondents are not U.S. EPA's representative with respect to liability associated with Site activities. Copies of such agreements shall be provided to U.S. EPA prior to Respondents' initiation of field activities. Respondents' best efforts shall include providing reasonable compensation to any off-Site property owner. If access agreements are not obtained within the time referenced above, Respondents shall immediately notify U.S. EPA of their failure to obtain access.

61. If Respondents cannot obtain the necessary access agreements, U.S. EPA may exercise non-reviewable discretion and: (1) use its legal authorities to obtain access for the Respondents; (2) conduct response actions at the property in question; or (3) terminate this Order. If U.S. EPA conducts a response action and does not terminate the Order, Respondents

shall perform all other activities not requiring access to that property. Respondents shall integrate the results of any such tasks undertaken by U.S. EPA into its reports and deliverables. Respondents shall reimburse U.S. EPA, pursuant to Section XIX (reimbursement of response costs) of this Order, for all response costs (including attorney fees) incurred by the United States to obtain access for Respondents.

62. Respondents shall allow U.S. EPA and its authorized representatives and contractors to enter and freely move about all property at the Site and off-Site areas subject to or affected by the Work under this Order or where documents required to be prepared or maintained by this Order are located, for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site or Respondents and their representatives or contractors pursuant to this Order; reviewing the progress of the Respondents in carrying out the terms of this Order; conducting tests as U.S. EPA or its authorized representatives or contractors deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying the data submitted to U.S. EPA by Respondents. Respondents shall allow U.S. EPA and its authorized representatives to enter the Site, to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings related to Work undertaken in carrying out this Order. Nothing herein shall limit U.S. EPA's right of entry or inspection authority under federal law, and

U.S. EPA retains all of its information gathering and enforcement authorities and rights under CERCLA, RCRA, and any other applicable statutes and regulations.

XVII. RECORD PRESERVATION

63. On or before the effective date of this Order, Respondents shall submit a written certification to U.S. EPA that they have not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to their potential liability with regard to the Site since the time of their notification of potential liability by U.S. EPA or the State. Respondents shall not dispose of any such documents without prior approval by U.S. EPA. Upon U.S. EPA's request, Respondents shall make all such documents available to U.S. EPA and shall submit a log of any such documents claimed to be privileged for any reason. This privilege log shall list, for each document, the date, author, addressees (including courtesy copies or "cc"s and "bcc"s) and subject matter of the document.

64. Respondents shall provide to U.S. EPA upon request, copies of all documents and information within their control, or within the control or possession of their contractors, subcontractors or agents relating to activities at the Site or to the implementation of this Order, including but not limited to sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, traffic routing, correspondence, or other documents or information. Respondents shall also make

available to U.S. EPA Respondents' employees, agents, or representatives for purposes of investigation, information gathering or testimony concerning the performance of the Work.

65. Until ten (10) years after U.S. EPA provides notice pursuant to Paragraph 82 of this Order, Respondents shall preserve, and shall instruct their contractors and agents to preserve, all documents, records, and information of whatever kind, nature or description relating to the performance of the Work. Upon the conclusion of this document retention period, Respondents shall notify the United States at least ninety (90) days prior to the destruction of any such records, documents or information, and, upon request of the United States, Respondents shall deliver all such documents, records and information to U.S. EPA.

66. Respondents may assert a claim of business confidentiality covering part or all of the information submitted to U.S. EPA pursuant to the terms of this Order under 40 C.F.R. § 2.203, provided such claim is not inconsistent with § 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7) or other provisions of law. This claim shall be asserted in the manner described by 40 C.F.R. § 2.203(b) and substantiated by Respondents at the time the claim is made. Information determined to be confidential by U.S. EPA will be given the protection specified in 40 C.F.R. Part 2. If no such claim accompanies the information when it is submitted to U.S. EPA, it may be made available to the public by U.S. EPA or the State without further notice to the Respondents. Respondents shall not assert confidentiality claims with respect to any data

or documents related to Site conditions, sampling, or monitoring.

67. Respondents shall maintain, for the period during which this Order is in effect, an index of documents that Respondents claim contain confidential business information ("CBI"). The index shall contain, for each document, the date, author, addressee, and subject of the document. Respondents shall submit an updated copy of the index to U.S. EPA with each new document or group of documents claimed to be CBI. The updated index shall also indicate any documents for which CBI claims have been withdrawn.

XVIII. DELAY IN PERFORMANCE

68. Any delay in performance of this Order according to its terms and schedules that is not properly justified by Respondents under the terms of this Section shall be considered a violation of this Order. Any delay in performance of this Order shall not affect Respondents' obligations to fully perform all obligations under the terms and conditions of this Order.

69. Respondents shall notify U.S. EPA of any delay or anticipated delay in performing any requirement of this Order. Such notification shall be made by telephone to U.S. EPA's RPM or Alternate RPM within forty eight (48) hours after Respondents first knew or should have known that a delay might occur. Respondents shall adopt all reasonable measures to avoid or minimize any such delay. Within seven (7) days after notifying U.S. EPA by telephone, Respondents shall provide written notification fully describing the nature of the delay, any

justification for delay, any reason why Respondents should not be held strictly accountable for failing to comply with any relevant requirements of this Order, the measures planned and taken to minimize the delay, and a schedule for implementing the measures that will be taken to mitigate the effect of the delay. Increased costs or expenses associated with implementation of the activities called for in this Order are not justification for any delay in performance.

XIX. REIMBURSEMENT OF RESPONSE COSTS

70. Respondents shall reimburse U.S. EPA, upon written demand, for all response costs incurred by the United States in overseeing Respondents' implementation of the requirements of this Order. U.S. EPA may submit to Respondents on a periodic basis an accounting of all oversight response costs incurred by the United States with respect to this Order. U.S. EPA's Itemized Cost Summary Reports, or such other summary as may be certified by U.S. EPA, shall serve as the accounting and basis for payment demands.

71. Respondents shall, within thirty (30) days of receipt of each U.S. EPA accounting, remit a certified or cashier's check for the amount of those costs. Interest shall accrue from the later of the date that payment of a specified amount is demanded in writing or the date of the expenditure. The interest rate is the rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 C.F.R. § 102.13.

72. Checks shall be made payable to the "U.S. EPA Hazardous Substances Superfund" and shall include the name of the Site, the Site identification number, the account number and the title of this Order. Checks shall be forwarded to:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

Respondents shall send copies of each transmittal letter and check to the U.S. EPA's RPM.

XX. UNITED STATES NOT LIABLE

73. The United States and U.S. EPA are not to be construed as parties to, and do not assume any liability for, any contract entered into by the Respondents to carry out the activities required by this Order. The proper completion of the Work under this Order is solely the responsibility of the Respondents. The United States and U.S. EPA, by issuance of this Order, also assume no liability for any injuries or damages to persons or property resulting from acts or omissions by Respondents, or their directors, officers, employees, agents, representatives, successors, assigns, contractors, or consultants in carrying out any action or activity required by this Order.

XXI. ENFORCEMENT AND RESERVATIONS

74. U.S. EPA reserves the right to bring an action against Respondents under § 107 of CERCLA, 42 U.S.C. § 9607, for recovery of any response costs incurred by the United States related to

this Order and not reimbursed by Respondents. This reservation shall include but not be limited to past costs, direct costs, indirect costs, the costs of oversight, the costs of compiling the cost documentation to support oversight cost demand, as well as accrued interest as provided in § 107(a) of CERCLA.

75. Notwithstanding any other provision of this Order, at any time during the response action, U.S. EPA may perform its own studies, complete the response action (or any portion of the response action) as provided in CERCLA and the NCP, and seek reimbursement from Respondents for its costs, or seek any other appropriate relief.

76. Nothing in this Order shall preclude U.S. EPA from taking any additional enforcement actions, including modification of this Order or issuance of additional Orders, and/or additional remedial or removal actions as U.S. EPA may deem necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA, 42 U.S.C. § 9606(a), et seq., or any other applicable law. This Order shall not affect any Respondents' liability under CERCLA § 107(a), 42 U.S.C. § 9607(a), for the costs of any such additional actions.

77. Notwithstanding any provision of this Order, the United States hereby retains all of its information gathering, inspection and enforcement authorities and rights under CERCLA, RCRA and any other applicable statutes or regulations.

78. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or

equity against any person for any liability it may have arising out of or relating in any way to the Site.

79. If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XXII. ACCESS TO ADMINISTRATIVE RECORD

80. The Section 106 Administrative Record is available for review on normal business days between the hours of 9:00 a.m. and 5:00 p.m. at the U.S. EPA, Region V, 77 West Jackson Boulevard Chicago, Illinois. An Index of the Section 106 Administrative Record is attached hereto as Appendix 1.

XXIII. EFFECTIVE DATE AND TERMINATION

81. This Order shall become effective thirty (30) days after the date of issuance.

82. Within thirty (30) days after Respondents conclude that all phases of the Work have been fully performed, that the Performance Standards have been attained, that all operation and maintenance activities have been completed, and that institutional controls are no longer necessary to protect the integrity of the remedial action, human health or the environment, Respondents shall submit to U.S. EPA a written

report by a registered professional engineer certifying that the Work has been completed in full satisfaction of the requirements of this Order. U.S. EPA shall require such additional activities as may be necessary to complete the Work or U.S. EPA may, based upon present knowledge and Respondents' certification to U.S. EPA, issue written notification to Respondents that the Work has been completed, as appropriate, in accordance with the procedures set forth in Paragraph 40. U.S. EPA's notification shall not limit U.S. EPA's right to perform periodic reviews pursuant to § 121(c) of CERCLA, 42 U.S.C. § 9621(c), or to take or require any action that in the judgment of U.S. EPA is appropriate at the Site, in accordance with 42 U.S.C. §§ 9604, 9606, or 9607. The provisions of this Order shall be deemed to be satisfied when U.S. EPA notifies Respondents in writing that Respondents have demonstrated, to U.S. EPA's satisfaction, that all terms of the Order have been completed. This notice shall not, however, terminate Respondents' obligation to comply with Section XVII of this Order (Record Preservation).

XXIV. NOTICE OF INTENT TO COMPLY

83. On or before the effective date of this Order, each Respondent must submit to U.S. EPA a written notice stating its unequivocal intention to comply with all terms of this Order, together with the written notice required by Paragraph 63. In the event any Respondent fails to provide said written notice of its unequivocal intention to comply with this Order on or before

the effective date, said Respondent shall be deemed to have refused to comply with this Order. A Respondent which fails to provide timely notice of its intent to comply with this Order shall thereafter have no authority to perform any response action at the Site, pursuant to §§ 104(a) and 122(e)(6) of CERCLA. In the event such a Respondent subsequently changes its decision and desires to acquire authority from U.S. EPA under §§ 104(a) and 122(e)(6) of CERCLA to undertake the Work described in this Order, said Respondent must provide the notice described in this Paragraph to U.S. EPA and receive from U.S. EPA written permission and authority to proceed with Work under this Order.

XXV. PENALTIES

84. Each Respondent shall be subject to civil penalties under § 106(b) of CERCLA, 42 U.S.C. § 9606(b), of not more than \$25,000 for each day in which said Respondent violates, or fails or refuses to comply with this Order without sufficient cause. In addition, failure to properly provide response action under this Order, or any portion hereof, may result in liability under § 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), for punitive damages in an amount at least equal to, and not more than three times the amount of any costs incurred by the Fund as a result of such failure to take proper action.

XXVI. OPPORTUNITY TO COMMENT AND CONFER

85. On or before the effective date of this Order, each Respondent may submit written comments to U.S. EPA. Any Respondent asserting a "sufficient cause" defense under § 106(b) of CERCLA shall describe the nature of the any "sufficient cause" defense using facts that exist on or prior to the effective date of this Order. The absence of a response by U.S. EPA shall not be deemed to be acceptance of such Respondent's assertions.

86. Within ten (10) days after the date of issuance of this Order, Respondents may request a conference with the U.S. EPA to discuss this Order. If requested, the conference shall occur within 20 (twenty) days of the date of issuance of this Order, at the office of U.S. EPA, Region V, in Chicago, Illinois.

87. The purpose and scope of the conference shall be limited to issues involving the implementation of the response actions required by this Order and the extent to which Respondents intend to comply with this Order. This conference is not an evidentiary hearing and does not constitute a proceeding to challenge this Order. It does not give Respondents a right to seek review of this Order or to seek resolution of potential liability. No record of the conference (i.e. stenographic, tape or other physical record) will be made. At any conference held pursuant to Respondents' request, Respondents may appear in person or by an attorney or other representative. Requests for a conference

must be by telephone followed by written confirmation to U.S.
EPA's RPM.

So Ordered, this 2ND day of Sept, 1994.

BY: Richard C Karl for
Director, Waste Management Division
U.S. Environmental Protection Agency, Region V